

Oskaloosa

PPME #2003 (Mixed)

7/1/2005 6/30/2008

AGREEMENT BETWEEN THE CITY OF
OSKALOOSA, IOWA AND PUBLIC PROFESSIONAL
AND MAINTENANCE EMPLOYEES UNION
LOCAL 2003, IUPAT-AFLCIO (CITY UNIT)
JULY 1, 2005 THROUGH JUNE 30, 2008

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PREAMBLE

THIS AGREEMENT is entered into by and between the City of Oskaloosa, Iowa, hereinafter referred to as "Employer", and the Public, Professional and Maintenance Employees, Local 2003, IUPAT AFL-CIO (non-police employees) hereinafter referred to as "Union".

ARTICLE 1.

Recognition

Section 1. The Employer recognizes the Union as the sole and exclusive bargaining representative for those regular employees of the Employer in the following bargaining unit established pursuant to that certification in PERB Case No. 4824 dated March 8, 1993, as amended, to-wit:

INCLUDED: Account Clerk, Custodians, Housing Rehabilitation Specialists, Housing Specialists, Engineer Technicians, Building Inspectors, Construction Inspectors, Mechanics, WWTP I, WWTP II, WWTP III, Lead Motor Equipment Operator, Motor Equipment Operator I, Motor Equipment Operator II, Lab Technician, Library Administrative Assistant, Children's Librarian, Library Assistant, Library Aide I, Housing Director's Secretary and Engineer's Secretary.

EXCLUDED: City Manager, City Clerk, Deputy City Clerk, Payroll Clerk, City Manager's Secretary, Housing Director, City Engineer, Director of Public Works, Streets Supervisor, Wastewater Superintendent, Library Director, Greens Superintendent, Police Chief's Secretary, Golf Pro, Parks Supervisor and All Other Employees excluded by the Act.

ARTICLE 2.

Definitions

Section 1. ACT means the Iowa Public Employment Relations Act, as it may be amended from time to time.

Section 2. PERB is the Iowa Public Employment Relations Board.

Section 3. BARGAINING UNIT is the bargaining unit recognized by the Employer and defined in Article I, Recognition, Section I hereof.

Section 4. ANNIVERSARY DATE is the anniversary of the calendar date of the employee's last date of hire.

Section 5. A REGULAR EMPLOYEE is a full-time employee who has completed the probationary period. "Full-time" as used in Contract shall mean thirty-five (35) or more hours worked per week.

Section 6. PROBATIONARY EMPLOYEES.

A. A PROBATIONARY EMPLOYEE is an employee who has not successfully completed six (6) months of continuous permanent service.

B. TRANSFER QUALIFICATION PERIOD - All transfers, either lateral or promotional, shall be subject to a qualification period of sixty (60) days continuous service, which period shall be utilized for closely observing the transferred employee's work and for securing the effective adjustment of the transferred employee in the new position. Transferred employees whose performance during the qualification period is unsatisfactory to the Employer may be returned to the position previously held, if available, without loss of seniority. The Employer shall make the final determination and shall give written notice of rejection or of permanent transfer to the employee.

Section 7. As used in this contract, a "department head" means any employee reporting to the City Manager or supervisory boards of the City with subordinate employees.

Section 8. A "temporary employee" is any person working full-time or part-time who has not successfully completed one hundred and twenty (120) consecutive calendar days of service.

Section 9. As used in this Contract, "retirement age" shall be the age of fifty-five (55) or older.

ARTICLE 3.

Management Rights

Section 1. In addition to all powers, duties and rights of the Employer established by constitutional provision, statute, ordinance, charter or special act, the Union recognizes the powers, duties and rights which belong solely, exclusively, and without limitation to the Employer, to-wit:

- a) the right to manage the Employer's operations and direct the working force;
- b) the right to hire employees;
- c) the right to maintain order and efficiency;
- d) the right to extend, maintain, curtail or terminate operations of the Employer;
- e) the right to determine the size and location of the Employer's operations, to determine the type and amount of equipment to be used, and to determine and implement methods by which its operations are to be conducted.
- f) the right to determine and implement assignments by which the department operations are to be conducted, the right to determine methods and material to be used, including the right to introduce new methods or facilities and to change the existing methods and facilities;
- g) the right to determine and implement the number of personnel needed to conduct the operations of the department and the right to create, modify and terminate departments, job classifications and job duties;
- h) the right to transfer, promote and demote, assign and detain employees;
- i) the right to discipline;
- j) the right to suspend and discharge employees for proper cause;
- k) the right to relieve public employees from duties because of lack of work or for other legitimate reasons;

- l) the right to determine the number and starting times of shifts, the number of hours and days in the workweek, hours of work, and the number of persons to be employed by the Employer at any time; and
- m) the right to enforce and require employees to observe rules and regulations set forth by the Employer;

provided, however, that these rights will not be used for the purpose of discriminating against any employee because of his membership or non-membership of the Union.

Section 2. The list of management rights set forth above is not exclusive and is understood that except as specifically and expressly modified or limited by this Agreement all of the rights, power, authority and prerogatives the Employer had prior to this Agreement are retained by and reserved to it and shall remain within its exclusive control. The rights set out above and included within this section are not grievable unless specifically and expressly permitted by a latter section of this Agreement.

ARTICLE 4.

Union Rights and Responsibilities

Section 1. The Union recognizes its responsibilities as the sole and exclusive bargaining agent of the employees within the bargaining unit and realizes that in order to provide maximum opportunities for continuing employment and fair compensation, the Employer must be able to operate efficiently and at the lowest possible cost consistent with fair labor standards. The Union, therefore, agrees to cooperate in the attainment of these goals and agrees to the following, to-wit:

- a) that it will cooperate with the Employer and support its efforts to assure a full and fair day's work on the part of its employees;
- b) that it will actively combat absenteeism and any other practice which restricts efficient operations of the Employer; and
- c) that it will earnestly strive to improve and strengthen good will between and among the City and its employees, the Union, and the public.

Section 2. The Employer will not interfere with the right of its employees to become members of the Union. The Union will not interfere with the right of the employees to refrain from Union membership. There shall be no discrimination by the Employer or the Union because of membership or non-membership in the Union. The Union agrees that neither it nor any of its officers or agents will engage in any Union activity which will interrupt or interfere with the operations of the Employer.

Section 3. For purposes of investigating pending grievances, a duly authorized representative of the Union shall have access to the Employer's premises with the prior consent of the supervisor. The Employer will cooperate to facilitate such visitations, and the Union and its authorized representative will not interfere with or interrupt the operations of the Employer or the work of the employees.

ARTICLE 5.

Work Stoppage

Section 1. The Employer agrees that during the term of this Agreement, it will not engage in any lockout of its employees.

Section 2. The Union agrees that neither it nor its officers or agents will cause, authorize, induce, encourage, instigate or ratify or condone or participate in any work stoppage, strike, slowdown or illegal picketing, including a refusal to cross any picket line, or any other action which interrupts or interferes with the operations of the Employer.

Section 3. No employee shall cause, authorize, induce, encourage, instigate, ratify, condone or participate in any work stoppage, strike, slowdown or illegal picketing, including a refusal to cross the picket line, or any other action which interrupts or interferes with the operations of the Employer.

Section 4. In the event of a violation of Section 3 of this Article, or of Section 12 of the Act by an employee, the Union agrees that it will take immediate, affirmative steps with the employee involved.

Section 5. In the event of a violation of a section above, all legal censures of the Act shall apply.

ARTICLE 6.

Seniority

Section 1. Seniority is defined as employee's length of continuous service with the Employer from the employee's most recent date of hire and becomes applicable immediately following completion of the probationary period.

Section 2. The Employer shall maintain the seniority records for the employees. The seniority list shall be posted annually showing the employee's date of hire and seniority within the bargaining unit. A copy of the list will be made available to the Union upon request. Any protest as to the correctness of the list must be made in writing to the Employer within thirty (30) days of the list being posted.

ARTICLE 7.

Procedure of Staff Reduction

Section 1. In the event the Employer determines that employees must be laid off within a classification, the Employer shall consider qualifications and seniority, and if qualifications are equal between or among affected employees, seniority shall govern. A temporary, part-time or probationary employee performing the duties within the job classification from which the employee has been or is to be laid off, is to be laid off first within the above order. A temporary employee has no recall rights.

Section 2. The Employer agrees, insofar as it is possible to give at least ten (10) working days' notice to an employee who is to be laid off except where the staff reduction is caused by events beyond the control of the Employer.

Section 3. Within the job classification, an employee will be returned to work in the reverse order in which that employee was laid off. No new employees will be hired for a job in that classification until an employee laid off from that classification has been given notice of recall. An employee shall only have the right to recall for twelve (12) months from the date of his layoff.

Section 4. An employee who is laid off shall keep the Employer advised of the employee's current mailing address. Notice of recall shall be sent by certified mail, return receipt requested to the employee's latest advised address.

Section 5. An employee shall report to work within fourteen (14) calendar days after notice of recall is mailed unless the notice of recall provides for a specific later effective date of recall, in which case the employee shall report on said later effective date.

ARTICLE 8.

Hours of Work

Section 1. The Employer shall establish the hours of work for employees as determined by the Employer to best provide the service to be rendered and to accommodate the public being served. The hours established shall set forth the normal work day, work week and work schedule but shall not be construed as a guarantee of hours of work per day, per week or per schedule, or days of work per week or per schedule. The Employer shall post regular work schedules for employees in the various departments in the City.

Section 2. It is understood and agreed that the determination of the work schedules for all employees may be changed by the Employer from time to time to meet the Employer's requirements. It is also understood and agreed that the Employer shall have the right to reduce,

extend or maintain the hours of work for any employee and the employee shall be required to work at times as scheduled by the Employer. Any permanent change in the work schedule shall be posted, if possible, at least two (2) weeks prior to the change in the schedule.

ARTICLE 9.

Overtime

Section 1. Time and one-half shall be paid for all time worked in excess of forty (40) hours worked in any work week. All hours for which compensation is paid shall be counted in determining whether an employee is entitled to overtime.

Section 2. A work week is defined as seven (7) consecutive twenty-four (24) hour periods beginning with the employee's first scheduled work day. The work week shall commence as determined by the Employer for each employee.

Section 3. Callback time. An employee called back to work by the Employer shall receive a minimum of two hours' pay at the overtime rate. The minimum does not apply when Employee is ordered to work within two (2) hours of the employee's regular shift start time or is required to stay over for less than two (2) hours beyond the employee's regular shift.

Section 4. Compensatory Time.

- a) An employee may choose compensatory time off in lieu of payment for overtime or holiday pay under the following conditions.
- b) An employee desiring compensatory time off rather than payment shall so notify his department head in writing prior to the cutoff period for computing wages for the period in which the payment would ordinarily have been made.
- c) The Employer shall keep a record of the compensatory time which an employee has earned or used and the employee may request to see such record at any reasonable time.

- d) Compensatory time will be accrued in an amount directly comparable to the amount which the employee would have been paid. If an employee is entitled to an hour of pay at the regular straight time rate but chooses compensatory time, the employee will be credited with one (1) hour of such time. If an employee is entitled to an hour of pay at the overtime rate, but chooses compensatory time, the employee will be credited with one and one-half (1 1/2) hours of such time.
- e) Compensatory time off will be granted at the time selected by the employee, so long as it does not conflict with the operation of the Employer. If compensatory time off is denied, a written explanation for the denial shall be given to the employee and to the Union steward.
- f) An employee may accrue a maximum of forty (40) hours of compensatory time off with the maximum number of hours taken off work consecutively, to be twenty-four (24) hours or as approved. It is the policy of the Employer to require that compensatory time off be used as soon as is reasonably possible after it has accrued.

ARTICLE 10.

Holidays

Section 1. All employees covered by this Agreement shall receive holiday pay subject to the conditions in this Article for each of the following designated holidays not worked irrespective of the day of the week on which the holiday may fall, at the rate of eight (8) hours pay at their current contract rate of pay: New Year's Day, Presidents' Day, one-half (1/2) day on the Friday preceding Easter, Memorial Day, Fourth of July, Labor Day, Veterans' Day, Thanksgiving Day, day after Thanksgiving, one-half (1/2) day on the day preceding Christmas, and Christmas day. Except in the case of pay at the overtime rate for all hours worked by any library employee on the Friday following Thanksgiving, any employee required to work on a holiday for which he or she is scheduled shall be compensated at a rate of additional straight time pay for the hours worked. If the employee is not scheduled to work that holiday, he or she shall be paid overtime. If a holiday should fall on a Saturday, the holiday will be observed on Friday

and, likewise, if a holiday falls on a Sunday, the holiday will be observed on the following Monday.

ARTICLE 11.

Vacations

Section 1. Subject to and in accordance with the provisions of this Article, paid vacations shall be granted to employees after continuous, full-time active service pursuant to the following schedule:

- a) An employee in the continuous active service of the Employer for one (1) year or more as of the anniversary of the employee's most recent date of hire shall earn forty (40) hours' vacation with pay at the employee's regular hourly rate.
- b) An employee in the continuous active service of the Employer for two (2) years or more as of the anniversary of the employee's most recent date of hire shall earn eighty (80) hours' vacation with pay at the employee's regular hourly rate.
- c) An employee in the continuous service of the Employer for six (6) years or more as of the anniversary date of the employee's most recent date of hire shall earn one hundred twenty (120) hours' vacation with pay at the employee's regular hourly rate.
- d) An employee in the continuous active service of the Employer for fourteen (14) years or more as of the anniversary of the employee's most recent date of hire shall earn one hundred sixty (160) hours' vacation pay at the employee's regular hourly rate.
- e) An employee in the continuous active service of the Employer for twenty (20) years or more as of the anniversary of the employee's most recent date of hire shall earn two hundred (200) hours vacation pay at the employee's regular hourly rate.

Section 2. The purpose of a vacation is to enable the employee to enjoy periodic rest from the employee's regular job so that the employee may return to work refreshed. Accordingly:

- a) All vacations must be taken by the employee prior to the employee's next anniversary date, provided that up to five (5) days of vacation may be carried over to the next year with the written approval of the department head.

- b) Unless otherwise agreed upon between the employee and the Employer, no employee shall be entitled to vacation pay in lieu of vacation, except that an employee who terminates employment, voluntarily or involuntarily, shall receive a lump sum payment for any vacation earned for the year or years prior to the employee's last anniversary date and not previously taken.

Section 3. So far as possible, each vacation will be granted at the time selected by the employee so long as it does not conflict with the operation of the Employer; provided that the final right to allot vacation periods is reserved exclusively to the Employer.

Section 4. Vacation may be taken at such time selected by the employee and agreed to by the Employer.

ARTICLE 12.

Leaves of Absence

A. Sick Leave

Section 1. Sick leave shall be used for personal illness and injury that requires the employee to remain at home, subject to the provisions set out hereinafter. Sick leave will not be allowed if an employee is injured while gainfully employed by a different employer who should be covered by Worker's Compensation. An employee shall be eligible to use up to twelve (12) sick days per contract year for family illness or injury that requires the employee to stay at home or for a hospital stay with a family member. Family members for purposes of this section shall be the employee's spouse, parents, child or stepchild. Family leave may be extended beyond the twelve (12) days at the sole discretion of the City Manager.

Section 2. An employee shall accumulate eight (8) hours of sick leave per month and shall have the right to accumulate unused sick leave up to a maximum of nine hundred sixty (960) working hours.

Section 3. The Employer reserves the right to require a physician's certification for any absence due to sickness or injury, which certification is to be obtained by the employee at the employee's cost.

Section 4. To be eligible for sick leave payment, an employee shall notify the Employer as soon as possible in any event, not later than the starting time of the employee's workday, unless the employee is unable to notify the Employer because of an emergency.

Section 5. No employee is entitled to compensation for unused sick leave time and termination of service shall terminate any and all obligations of the Employer in connection with unused sick leave time, except that upon retirement, twenty (20) years or more of full-time employment with the City, or death only, an employee or the estate of an employee will be compensated for one-half (1/2) of unused sick leave. Compensation will be based on the employee's regular straight time hourly wage as set out in Appendix A. Employees hired after July 1, 2004 shall be compensated for one-half (1/2) of unused sick leave after twenty (20) years or more of full-time employment with the City or death only.

Section 6. Sick leave shall be taken in increments of at least one-half (1/2) hour at a time.

B. Funeral Leave.

Section 1. A regular or probationary employee will be granted not to exceed five (5) days of paid leave in order to attend the funeral of the employee's parent, stepparent, spouse, child or stepchild. A regular or probationary employee will be granted not to exceed three (3) days of paid leave in order to attend the funeral of the employee's sister, brother, grandparent, mother-in-law, father-in-law, or member of the employee's immediate household other than stepchild. Any such leave shall be only for the workdays following within the period commencing upon the death and extending up to two calendar days following the funeral. If a funeral is on a Friday or Saturday the employee may take a paid leave day on the next available business work day.

C. Leave of Absence Without Pay

Section 1. A leave of absence without pay is a predetermined amount of time off from work for whatever purposes, which has been requested by an employee who has completed the probationary period and which has been approved by the Employer in writing. The employee will be given a copy of the authorization.

Section 2. Upon termination of such leave of absence, the employee shall return in the same step or capacity as when the employee left, provided that during such period no employee shall earn sick leave, vacation or other leave.

Section 3. In the event an employee fails to return to work at the end of such leave, the employee shall be deemed to have voluntarily resigned on the last day of work prior to such leave, unless a failure to return to work is excused at the discretion of the Employer.

Section 4. An employee may be entitled to a leave of absence without pay if the employee is unable to return to work after exhausting sick leave, vacation leave, or unused compensatory time. An employee anticipating such leave shall present a doctor's statement verifying the employee's condition incapacitates the employee from working and shall present a doctor's statement setting the date when the employee is able to return to work. Unless the employee returns to work on that date, or on a later date, by reason of extension granted by the Employer based on medical grounds, the employee shall be considered to have voluntarily resigned or retired. This leave of absence without pay status following sick leave may extend only for a period not to exceed six (6) calendar months.

Section 5. During a leave of absence without pay, the employee:

- a) must pay group hospital premiums falling due during any month the employee is not on the payroll;
- b) must pay premiums for coverage under any group life insurance plan;

- c) shall not receive any other job benefits during the period of absence; and
- d) shall not acquire additional seniority during said leave.

The Employer may make exceptions to any of the above conditions (a - d) for leaves not exceeding thirty (30) days.

D. Job Related Training.

Section 1. Any job-related training required of an employee by the Employer shall be paid by the Employer. The Employer shall pay all approved expenses of the training and the employee shall be paid up to eight (8) hours per day straight time during said training.

ARTICLE 13.

Grievance Procedure

Section 1. A grievance is defined as a dispute between the Employer and the Union or any employee with regard to the interpretation, application or violation of any of the expressed terms and provisions of this Agreement.

Section 2. A grievance that may arise shall be processed on the grievance form as attached as Exhibit "B" and settled in the following manner:

Step I. An employee who has a grievance shall notify in writing the employee's immediate supervisor or designee within seven (7) calendar days after the occurrence of the event giving rise to the grievance. The immediate supervisor or designee shall investigate the grievance and shall issue a decision in writing within a period of seven (7) calendar days. The failure of the immediate supervisor or designee to issue a written decision within said seven (7) calendar days shall be deemed a denial of the grievance and may be appealed to the next step.

Step II. If the grievance is not settled in Step I, or if Step I is not applicable, the aggrieved employee may present the grievance in writing to the department head or designee within seven (7) calendar days after the answer of the immediate supervisor was given or was due, whichever is later or, in the case that Step I is inapplicable, within seven (7) calendar days after the occurrence of the event that gave rise to the grievance. The grievance shall be signed by the employee and shall state specifically the facts of the alleged violation and the provisions of the Agreement that were in dispute, together with a statement from the employee specifying what relief or remedy is desired. The department head or designee shall investigate the grievance and issue a decision in writing within a period of seven (7) calendar days. The failure of the

department head or designee to issue a decision within said seven (7) calendar days shall be deemed a denial of the grievance and may be appealed to the next step.

Step III. If the grievance is not settled in Step II, the aggrieved employee may present the grievance in writing to the City Manager within seven (7) calendar days after the answer of the department head or designee was given or was due, whichever is later. The written grievance shall contain the same information as was submitted to the department head. The City Manager shall investigate the grievance and issue a decision in writing within a period of fourteen (14) calendar days. The failure of the City Manager to issue a decision within said fourteen (14) calendar days shall be deemed a denial of the grievance and may be appealed to the next step.

Step IV. If the grievance is not yet settled in Step III, the Union may appeal to arbitration. The Union shall within ten (10) calendar days from the date that the City Manager's answer was given or was due, whichever is later, request arbitration by written notice submitted to the City Manager, and signed by the Union. When a timely request has been made for arbitration, a representative of the Employer and the Union shall attempt to select a mutually agreeable arbitrator to hear and determine the grievance. If the representatives of the parties are unable to agree upon the selection of any arbitrator within seven (7) calendar days of the Employer's receipt of the arbitration notice, the Union may request the Public Employment Relations Board to submit a list of five (5) grievance arbitrators. Upon receipt of the list, the parties' designated representatives shall determine by lot the order of elimination and thereafter each shall, in that order, alternatively strike a name from the list. The fifth and remaining person shall act as the arbitrator.

Section 3. Whenever an individual employee has a grievance as set out above, the employee is entitled to be represented by the Union if the employee so chooses, at any Step of the proceedings and must be represented by the Union in Step IV. The Union may also process a grievance on its own.

Section 4. The failure of an employee, or the Union, to appeal a grievance to the next step within the applicable times specified above, shall bar an employee and the Union from appealing the grievance further, and any such grievance shall be considered as abandoned and finally settled.

Section 5. The failure by the Employer to reply within the applicable times as specified above, shall be deemed a denial of the grievance which may then be appealed by the employee or the Union to the next step.

Section 6. An arbitrator selected pursuant to the above provisions shall schedule a hearing on the grievance and, after hearing such evidence as the parties desire to present, shall render a written opinion and award within twenty (20) working days, unless an additional extension of time is granted by the parties. The arbitrator shall have no authority to add to, subtract from, modify or amend any terms of this Agreement. The arbitrator shall have no authority to substitute the arbitrator's discretion for that of the Employer in any matter reserved to the Employer by law or the terms of this Agreement. A decision of the arbitrator within the scope of the arbitrator's authority shall be final and binding upon the Employer, the employee, and the Union. Any decision rendered shall not be retroactive beyond the date the grievance was first filed.

Section 7. The unsuccessful party in an arbitration procedure shall pay the fees and expenses of the arbitrator, the court reporter, if one is desired by the arbitrator, and the cost of a hearing room and transcript. Any other expenses shall be borne by the party incurring them.

ARTICLE 14.

Insurance

A. Hospital and Medical Insurance

Section 1. The Employer shall, at no premium cost to the employee, maintain for each employee a health and accident insurance policy whose benefits are comparable to, but not necessarily identical to, the policy presently in existence. Prior to any change in the policy, or to any change in the carrier, the Employer agrees to meet and confer with the Union. However, the final decision as to the terms of the policy or as to the carrier shall be made by the Employer and shall not be grievable. The employee shall pay the deductible cost and the co-insurance cost as set out in the policy.

Section 2. An employee may elect to cover the employee's family under the health and accident insurance policy at no premium cost to the employee. The employee shall pay the deductible cost and the co-insurance cost as set out in the policy.

Section 3. The policy has a \$400.00 single deductible, \$800.00 family deductible, \$500.00 single out of pocket maximum and a \$1,000.00 family out of pocket maximum. The percentage of co-insurance for the employee is on an 80/20 basis within the PPO and 70/30 outside of the PPO.

Section 4. Coverage of an employee and family, if so elected, shall begin as set out in the policy, and coverage will be in accordance with and to the extent provided under the terms of the policy.

B. Life Insurance.

Section 1. The Employer shall maintain a group term life insurance policy for each employee in the face amount of Ten Thousand Dollars (\$10,000.00) at no cost to the employee.

Section 2. Coverage of an employee shall begin as set out in the policy, and coverage will be in accordance with and to the extent provided under the terms of the policy.

ARTICLE 15.

Health and Safety

Section 1. The Union and the employees will extend their complete cooperation to the Employer in maintaining Employer policies, rules and regulations as to health and safety.

Section 2. Clothing and equipment furnished by the Employer shall be used properly and the employee shall return to the Employer all clothing and equipment issued to the employee at such time as the employment is terminated.

ARTICLE 16.

Wages

Section 1. The regular rate of pay for each classification of employee is set out in Appendix A which is attached hereto and by this reference made a part hereof.

ARTICLE 17.

Supplemental Pay

A. Longevity

Section 1. Longevity shall be paid to employees hired before July 1979 at the rate of \$100.00 per month.

Section 2. Longevity will be paid to employees hired July 1, 1979 through June 30, 2004 for stated periods of time as follows, to-wit:

<u>Required Period Completed</u>	<u>Amount Per Month</u>
6 years	\$ 5.00
7 years	10.00
8 years	15.00
9 years	20.00
10 years	25.00
11 years	30.00
12 years	35.00
13 years	40.00
14 years	45.00
15 years	50.00
16 years	55.00
17 years	60.00
18 years	65.00
19 years	70.00
20 years	75.00

Section 3. Longevity will be paid to employees hired after June 30, 2004 for stated periods of time as follows:

Required Period Completed

Amount Per Year

6 years	100.00
10 years	350.00
15 years	600.00
20 years	850.00

Section 4. The appropriate sum will be added to the paycheck of the affected employee, on a pro-rata basis every pay period.

ARTICLE 18.

DUES CHECKOFF

Section 1. The Employer will make monthly deductions from the first paycheck of the month from the wages of each employee covered by the Agreement if the employee provides the Employer with a written authorization therefore. The deductions will be for monthly Union dues in the amounts certified in such authorizations or as the same may be modified by written notification from the Union. The Employer will remit such money together with a statement listing the amount of money withheld from each employee, to the Treasurer of the Union not later than fifteen (15) days after the money has been withheld.

Section 2. Any authorization may be revoked by an employee at any time upon thirty (30) days' written notice to the City and shall automatically be cancelled upon termination of employment.

Section 3. The Union agrees to indemnify and hold the Employer harmless against any claim of an employee or against any liability found against the Employer arising out of operation of this Article. Nothing herein shall be construed as creating any obligation on the part of the Employer for the payment of any Union dues or deductions on behalf of the employee.

ARTICLE 19.

General Conditions

Section 1. This Agreement shall be construed under the laws of the State of Iowa. Whenever the context of this Agreement permits, the masculine gender includes the feminine, the singular number includes the plural, the reference to any party includes its agents, officials and employees.

Section 2. In the event any provision of this Agreement is held invalid by any Court of competent jurisdiction, the said provision shall be considered separable and its invalidity shall not in any way affect the remaining provisions of this Agreement.

Section 3. This Agreement constitutes the entire agreement between the parties. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make proposals with respect to any subject or matter not removed by law from the area of bargaining and that the understandings and agreements reached are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each agrees that the other shall not be obligated to bargain collectively with respect to any subject covered in this Agreement or with respect to any subject or matter not referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE 20.

Transfer Procedures

Section 1. No permanent vacancy or newly created job classification in the bargaining unit shall be filled by hire or promotion until such vacancy has been posted for a period of five (5) working days and current employees have had the opportunity to apply for such position and have

their written application considered. The Employer shall indicate on the job opening the minimum qualifications and experience required. The Employer shall consider and interview qualified applicants from the bargaining unit prior to considering qualified applicants outside of the bargaining unit.

ARTICLE 21.

Job Classification

Section 1. Job Classifications in effect on the effective date of this agreement shall remain as presently in existence. Prior to any change in job classification, the employer agrees to meet and confer with the Union. The Union shall not refuse to meet with the employer on this subject. Disputes as to the inclusion within the bargaining unit shall be submitted to the Public Employment Relations Board for resolution.

Section 2. An employee's pay status in a job classification will be effective as follows:

- a) Length of Service. Employees shall advance to the next step on the pay scale for that job classification each six (6) months of employment subject to a positive performance evaluation.
- b) Increase in Pay. An employee who successfully bids or transfers to a job classification in a higher pay scale shall be placed in the next higher pay rate compared to the employee's previous wage rate.
- c) Decrease in Pay. When an employee successfully bids or is transferred to a classification having a lower pay scale, the employee's rate of pay shall be the same as the employee's current rate, at the time of transfer, provided the pay scale contains the employee's current pay rate; otherwise, the rate of pay shall be the next lower hourly rate in the pay scale compared to the employee's previous wage rate.
- d) Return from Layoff. When an employee, following layoff, is recalled in the same classification for which the employee was laid off, the employee shall be placed in the same pay step held at the time of the layoff. When the employee is re-employed in a classification having a lower pay scale, the employee's rate of pay shall be the same as that at the time of layoff, provided that the pay scale continues at that rate; otherwise, the employee's rate of pay shall be the next lower hourly rate in the pay scale compared to the former wage rate.

- e) Temporary Assignments. The Employer reserves the right to assign employees to any work within the Department of Public Works (Street, Wastewater and Engineering) as needed within the qualifications of the employee. An employee temporarily assigned to perform the duties of a job in a lower job classification shall not suffer a reduction in pay. An employee temporarily assigned to perform the duties of a job in a higher rated job classification for a period exceeding five continuous full working days shall be paid at the next higher pay rate than the employee's current pay rate in the higher pay scale starting on the sixth (6th) day.

ARTICLE 22.

Evaluation Procedures

Section 1. The Employer may administer a performance evaluation as follows: A new employee shall be evaluated not later than the completion of the employee's probation period. A permanent employee shall be evaluated annually and the evaluation shall be completed and discussed with the employee no later than one (1) month following the employee's anniversary date. Employees shall have the opportunity to write comments prior to signing evaluations. The comments shall be attached to the evaluation document. Employees shall receive a copy of an evaluation when completed.

ARTICLE 23.

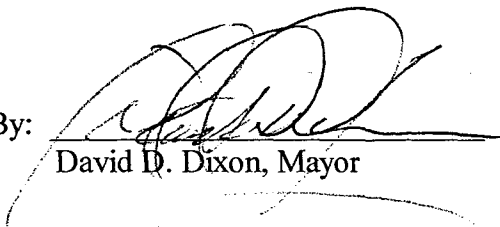
Effective Period

Section 1. This Agreement shall be effective from July 1, 2005 and shall continue through June 30, 2008. Either party may open the contract for the second and third year of the contract to discuss one non-economic language item.

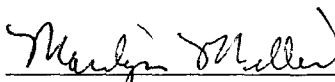
Section 2. This Agreement shall continue in effect from year to year thereafter unless one of the parties seeks modification thereof.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be
executed by their duly authorized representatives this _____ day of _____,
2005.


CITY OF OSKALOOSA

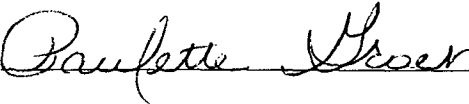
By: 
David D. Dixon, Mayor

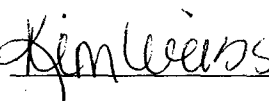
ATTEST:

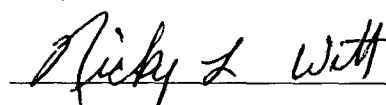

Marilyn Miller, City Clerk


PUBLIC, PROFESSIONAL AND
MAINTENANCE EMPLOYEES, LOCAL
NO. 2003, IUPAT-AFLCIO (CITY UNIT)

By: 
Business Representative
3-15-05

By:  3/16/05

By:  3/16/05

By:  3/16/05

By:  3-17-05

By: _____

APPENDIX A

City of Oskaloosa, Iowa

Public Professional Maintenance Employees, Local 2003

Effective July 1, 2005

FY 2005-06		A	B	C	D	E	F	G	H	I	J	K
Grade												
4	Library Aide	\$16,677	\$17,103	\$17,532	\$17,960	\$18,420	\$18,881	\$19,344	\$19,840	\$20,354	\$20,828	\$22,209
4	Custodian	\$16,677	\$17,103	\$17,532	\$17,960	\$18,420	\$18,881	\$19,344	\$19,840	\$20,354	\$20,828	\$22,209
5	Senior Library Aide	\$17,532	\$17,960	\$18,420	\$18,881	\$19,344	\$19,840	\$20,354	\$20,828	\$21,353	\$21,880	\$23,339
8	Library Assistant	\$20,333	\$20,828	\$21,457	\$21,880	\$22,442	\$23,002	\$23,562	\$24,155	\$24,747	\$25,375	\$27,041
10	Secretary II	\$22,442	\$23,002	\$23,562	\$24,155	\$24,747	\$25,375	\$26,000	\$26,660	\$27,318	\$28,009	\$29,853
10	Account Clerk	\$22,442	\$23,002	\$23,562	\$24,155	\$24,747	\$25,375	\$26,000	\$26,660	\$27,318	\$28,009	\$29,853
10	Library Administrative Assistant	\$22,442	\$23,002	\$23,562	\$24,155	\$24,747	\$25,375	\$26,000	\$26,660	\$27,318	\$28,009	\$29,853
11	Motor Eq. Operator I	\$23,562	\$24,155	\$24,747	\$25,375	\$26,000	\$26,660	\$27,318	\$28,009	\$28,705	\$29,427	\$31,358
11	Lab Technician	\$23,562	\$24,155	\$24,747	\$25,375	\$26,000	\$26,660	\$27,318	\$28,009	\$28,705	\$29,427	\$31,358
12	Children's Librarian	\$24,747	\$25,375	\$26,000	\$26,660	\$27,318	\$28,009	\$28,705	\$29,427	\$30,153	\$30,911	\$32,936
12	Construction Inspector	\$24,747	\$25,375	\$26,000	\$26,660	\$27,318	\$28,009	\$28,705	\$29,427	\$30,153	\$30,911	\$32,936
12	Public Works Assistant	\$24,747	\$25,375	\$26,000	\$26,660	\$27,318	\$28,009	\$28,705	\$29,427	\$30,153	\$30,911	\$32,936
13	Motor Eq. Operator II	\$26,000	\$26,661	\$27,318	\$28,010	\$28,705	\$29,427	\$30,153	\$30,910	\$31,671	\$32,460	\$34,614
13	WWTP Operator I	\$26,000	\$26,661	\$27,318	\$28,010	\$28,705	\$29,427	\$30,153	\$30,910	\$31,671	\$32,460	\$34,614
14	Housing Specialist	\$27,318	\$28,009	\$28,705	\$29,427	\$30,153	\$30,911	\$31,671	\$32,460	\$33,283	\$34,108	\$36,364
15	Housing Rehab. Spec.	\$28,705	\$29,427	\$30,153	\$30,911	\$31,671	\$32,460	\$33,283	\$34,108	\$34,965	\$35,853	\$38,214
15	Lead Motor Eq. Operator	\$28,705	\$29,427	\$30,153	\$30,911	\$31,671	\$32,460	\$33,283	\$34,108	\$34,965	\$35,853	\$38,214
15	WWTP Operator II	\$28,705	\$29,427	\$30,153	\$30,911	\$31,671	\$32,460	\$33,283	\$34,108	\$34,965	\$35,853	\$38,214
17	WWTP Operator III	\$31,671	\$32,460	\$33,283	\$34,108	\$34,965	\$35,853	\$36,744	\$37,665	\$38,621	\$39,633	\$42,189
17	Auto Mechanic	\$31,671	\$32,460	\$33,283	\$34,108	\$34,965	\$35,853	\$36,744	\$37,665	\$38,621	\$39,633	\$42,189
18	Building Inspector	\$33,283	\$34,108	\$34,965	\$35,853	\$36,744	\$37,665	\$38,621	\$39,578	\$40,565	\$41,588	\$44,349
18	Engineer Technician	\$33,283	\$34,108	\$34,965	\$35,853	\$36,744	\$37,665	\$38,621	\$39,578	\$40,565	\$41,588	\$44,349

Effective July 1, 2006

<u>FY 2006-07</u>		A	B	C	D	E	F	G	H	I	J	K
Grade												
4	Library Aide	\$17,302	\$17,745	\$18,189	\$18,634	\$19,111	\$19,590	\$20,070	\$20,584	\$21,117	\$21,609	\$23,042
4	Custodian	\$17,302	\$17,745	\$18,189	\$18,634	\$19,111	\$19,590	\$20,070	\$20,584	\$21,117	\$21,609	\$23,042
5	Senior Library Aide	\$18,189	\$18,634	\$19,111	\$19,590	\$20,070	\$20,584	\$21,117	\$21,609	\$22,154	\$22,700	\$24,214
8	Library Assistant	\$21,095	\$21,609	\$22,261	\$22,700	\$23,284	\$23,865	\$24,445	\$25,061	\$25,676	\$26,327	\$28,055
10	Secretary II	\$23,284	\$23,865	\$24,445	\$25,061	\$25,676	\$26,327	\$26,975	\$27,659	\$28,343	\$29,060	\$30,973
10	Account Clerk	\$23,284	\$23,865	\$24,445	\$25,061	\$25,676	\$26,327	\$26,975	\$27,659	\$28,343	\$29,060	\$30,973
10	Library Administrative Assistant	\$23,284	\$23,865	\$24,445	\$25,061	\$25,676	\$26,327	\$26,975	\$27,659	\$28,343	\$29,060	\$30,973
11	Motor Eq. Operator I	\$24,445	\$25,061	\$25,676	\$26,327	\$26,975	\$27,659	\$28,343	\$29,060	\$29,781	\$30,530	\$32,534
11	Lab Technician	\$24,445	\$25,061	\$25,676	\$26,327	\$26,975	\$27,659	\$28,343	\$29,060	\$29,781	\$30,530	\$32,534
12	Children's Librarian	\$25,676	\$26,327	\$26,975	\$27,659	\$28,343	\$29,060	\$29,781	\$30,530	\$31,284	\$32,070	\$34,172
12	Construction Inspector	\$25,676	\$26,327	\$26,975	\$27,659	\$28,343	\$29,060	\$29,781	\$30,530	\$31,284	\$32,070	\$34,172
12	Public Works Assistant	\$25,676	\$26,327	\$26,975	\$27,659	\$28,343	\$29,060	\$29,781	\$30,530	\$31,284	\$32,070	\$34,172
13	Motor Eq. Operator II	\$26,975	\$27,660	\$28,343	\$29,061	\$29,781	\$30,530	\$31,284	\$32,069	\$32,858	\$33,678	\$35,912
13	WWTP Operator I	\$26,975	\$27,660	\$28,343	\$29,061	\$29,781	\$30,530	\$31,284	\$32,069	\$32,858	\$33,678	\$35,912
14	Housing Specialist	\$28,343	\$29,060	\$29,781	\$30,530	\$31,284	\$32,070	\$32,858	\$33,678	\$34,531	\$35,387	\$37,728
15	Housing Rehab. Spec.	\$29,781	\$30,530	\$31,284	\$32,070	\$32,858	\$33,678	\$34,531	\$35,387	\$36,276	\$37,197	\$39,647
15	Lead Motor Eq. Operator	\$29,781	\$30,530	\$31,284	\$32,070	\$32,858	\$33,678	\$34,531	\$35,387	\$36,276	\$37,197	\$39,647
15	WWTP Operator II	\$29,781	\$30,530	\$31,284	\$32,070	\$32,858	\$33,678	\$34,531	\$35,387	\$36,276	\$37,197	\$39,647
17	WWTP Operator III	\$32,858	\$33,678	\$34,531	\$35,387	\$36,276	\$37,197	\$38,122	\$39,078	\$40,069	\$41,119	\$43,771
17	Auto Mechanic	\$32,858	\$33,678	\$34,531	\$35,387	\$36,276	\$37,197	\$38,122	\$39,078	\$40,069	\$41,119	\$43,771
18	Building Inspector	\$34,531	\$35,387	\$36,276	\$37,197	\$38,122	\$39,078	\$40,069	\$41,062	\$42,086	\$43,148	\$46,012
18	Engineer Technician	\$34,531	\$35,387	\$36,276	\$37,197	\$38,122	\$39,078	\$40,069	\$41,062	\$42,086	\$43,148	\$46,012

Effective July 1, 2007

FY 2007-08		A	B	C	D	E	F	G	H	I	J	K
Grade												
4	Library Aide	\$17,951	\$18,410	\$18,871	\$19,332	\$19,827	\$20,324	\$20,822	\$21,356	\$21,909	\$22,419	\$23,906
4	Custodian	\$17,951	\$18,410	\$18,871	\$19,332	\$19,827	\$20,324	\$20,822	\$21,356	\$21,909	\$22,419	\$23,906
5	Senior Library Aide	\$18,871	\$19,332	\$19,827	\$20,324	\$20,822	\$21,356	\$21,909	\$22,419	\$22,984	\$23,552	\$25,122
8	Library Assistant	\$21,886	\$22,419	\$23,096	\$23,552	\$24,157	\$24,760	\$25,362	\$26,001	\$26,638	\$27,314	\$29,108
10	Secretary II	\$24,157	\$24,760	\$25,362	\$26,001	\$26,638	\$27,314	\$27,986	\$28,697	\$29,406	\$30,149	\$32,134
10	Account Clerk	\$24,157	\$24,760	\$25,362	\$26,001	\$26,638	\$27,314	\$27,986	\$28,697	\$29,406	\$30,149	\$32,134
10	Library Administrative Assistant	\$24,157	\$24,760	\$25,362	\$26,001	\$26,638	\$27,314	\$27,986	\$28,697	\$29,406	\$30,149	\$32,134
11	Motor Eq. Operator I	\$25,362	\$26,001	\$26,638	\$27,314	\$27,986	\$28,697	\$29,406	\$30,149	\$30,898	\$31,675	\$33,754
11	Lab Technician	\$25,362	\$26,001	\$26,638	\$27,314	\$27,986	\$28,697	\$29,406	\$30,149	\$30,898	\$31,675	\$33,754
12	Children's Librarian	\$26,638	\$27,314	\$27,986	\$28,697	\$29,406	\$30,149	\$30,898	\$31,675	\$32,457	\$33,273	\$35,453
12	Construction Inspector	\$26,638	\$27,314	\$27,986	\$28,697	\$29,406	\$30,149	\$30,898	\$31,675	\$32,457	\$33,273	\$35,453
12	Public Works Assistant	\$26,638	\$27,314	\$27,986	\$28,697	\$29,406	\$30,149	\$30,898	\$31,675	\$32,457	\$33,273	\$35,453
13	Motor Eq. Operator II	\$27,986	\$28,698	\$29,406	\$30,151	\$30,898	\$31,675	\$32,457	\$33,272	\$34,091	\$34,940	\$37,259
13	WWTP Operator I	\$27,986	\$28,698	\$29,406	\$30,151	\$30,898	\$31,675	\$32,457	\$33,272	\$34,091	\$34,940	\$37,259
14	Housing Specialist	\$29,406	\$30,149	\$30,898	\$31,675	\$32,457	\$33,273	\$34,091	\$34,940	\$35,826	\$36,714	\$39,143
15	Housing Rehab. Spec.	\$30,898	\$31,675	\$32,457	\$33,273	\$34,091	\$34,940	\$35,826	\$36,714	\$37,636	\$38,592	\$41,134
15	Lead Motor Eq. Operator	\$30,898	\$31,675	\$32,457	\$33,273	\$34,091	\$34,940	\$35,826	\$36,714	\$37,636	\$38,592	\$41,134
15	WWTP Operator II	\$30,898	\$31,675	\$32,457	\$33,273	\$34,091	\$34,940	\$35,826	\$36,714	\$37,636	\$38,592	\$41,134
17	WWTP Operator III	\$34,091	\$34,940	\$35,826	\$36,714	\$37,636	\$38,592	\$39,552	\$40,543	\$41,572	\$42,661	\$45,412
17	Auto Mechanic	\$34,091	\$34,940	\$35,826	\$36,714	\$37,636	\$38,592	\$39,552	\$40,543	\$41,572	\$42,661	\$45,412
18	Building Inspector	\$35,826	\$36,714	\$37,636	\$38,592	\$39,552	\$40,543	\$41,572	\$42,601	\$43,665	\$44,766	\$47,738
18	Engineer Technician	\$35,826	\$36,714	\$37,636	\$38,592	\$39,552	\$40,543	\$41,572	\$42,601	\$43,665	\$44,766	\$47,738